

**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 10 2004



*Kevin Shelley*  
Secretary of State

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

MAY 10 2004

KEVIN SHELLEY  
Secretary of State

AGREEMENT OF MERGER  
OF  
WIDCOMM, INC.  
AND  
WC ACQUISITION CORP.

This Agreement of Merger, dated as of the 10th day of May, 2004 ("Agreement of Merger"), between Widcomm, Inc., a California corporation (the "Company"), and WC Acquisition Corp., a California corporation and wholly owned subsidiary of Broadcom Corporation ("Merger Sub").

RECITALS

A. The Company, Merger Sub, and Broadcom Corporation, a California corporation ("Broadcom") have entered into an Amended and Restated Merger Agreement and Plan of Reorganization (the "Reorganization Agreement") dated as of May 6, 2004 by and among Broadcom, Merger Sub, the Company, and with respect to Article 7 and Article 9 thereof only, Leo Spiegel, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Reorganization Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of the Company and Merger Sub deem it advisable and in their mutual best interests and in the best interests of the shareholders of the Company, that the Company be acquired by Broadcom through a merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation ("Merger").

C. The Boards of Directors of Merger Sub and the Company and the shareholders of the Company have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. Merger Sub shall be merged with and into the Company and the Company shall be the surviving corporation. The Company after the effective time of the Merger is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates each of Merger Sub and the Company are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. Conversion. At the Effective Time of the Merger (i) all shares of Common Stock of the Company and all shares of Preferred Stock of the Company (the "Company Capital Stock"), that are owned directly or indirectly by the Company, Broadcom or Merger Sub or any subsidiary of the Company, Broadcom or Merger Sub shall be cancelled, and no

securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) all of the shares of the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of the Company ("Company Preferred Stock") which are issued and outstanding immediately prior to the Effective Time of the Merger will be converted automatically into the right to receive, and shall be exchanged for \$0.22708204 per share, \$2.03828624 per share and \$1.443800 per share, respectively, without interest (other than shares, if any, held by persons who have demanded and perfected dissenters' rights for such shares in accordance with the Corporations Code of the State of California and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters' rights, referred to hereinafter as "Dissenting Shares"); (iii) all of the shares of Common Stock of the Company ("Company Common Stock") which are issued and outstanding immediately prior to the Effective Time of the Merger (other than Dissenting Shares) will be cancelled and extinguished without the payment of any consideration; and (iv) each of the issued and outstanding shares of Merger Sub shall be converted into one validly issued, fully paid and nonassessable share of the capital stock of the Surviving Corporation; *provided, however*, that a pro rata portion of the consideration payable pursuant to clause (ii) above, as determined by the Reorganization Agreement, shall be deposited into escrow and shall be subject to the provisions of the Reorganization Agreement relating to the disposition of the Escrow Fund. For the purposes of calculating the payment of merger consideration to each holder of Company Preferred Stock, the merger consideration to which each such holder of Company Preferred Stock is entitled above shall be aggregated and the resulting total merger consideration for such holder shall be rounded up to the nearest whole cent.

4. Dissenting Shares. Any Dissenting Shares shall not, in the case of Company Preferred Stock, be converted into the right to receive cash pursuant to Section 3, but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be treated in accordance with Section 3.

5. Conversion of Company Preferred Stock; Cancellation of Company Common Stock. The conversion of the Company Preferred Stock into the right to receive cash and the cancellation and extinguishment of the Company Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Company Preferred Stock shall thereupon have the right to receive payment of the applicable amount of cash in accordance with the Reorganization Agreement upon compliance with the exchange procedures set forth therein.

6. Effect of the Merger. At the Effective Time of the Merger, the separate existence of Merger Sub shall cease, and the Company shall succeed, without other transfer, to all of the rights and properties of Merger Sub and shall be subject to all the debts and liabilities thereof in the same manner as if the Company had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Merger Sub shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall

vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

7. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation

(a) At the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended and restated in their entirety in the form set forth as Annex 1 to this Agreement of Merger until thereafter amended as provided by law and such articles of incorporation and bylaws of the Surviving Corporation.

(b) The directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

8. Miscellaneous.

(a) Notwithstanding the approval of this Agreement of Merger by the shareholder of the Company, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided prior to the Effective Time.

(b) In the event of the termination of this Agreement of Merger as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of the Company or Merger Sub or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

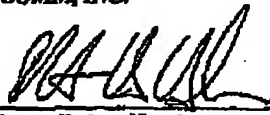
(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Agreement of Merger may be amended by the parties hereto any time prior to the Effective Time and before or after approval hereof by the shareholder of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

[SIGNATURE PAGE TO THIS AGREEMENT OF MERGER FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

WIDCOMM, INC.

By:   
Name: Robert Hunsberger  
Title: President

By: \_\_\_\_\_  
Name: Rajiv Kumar  
Title: Secretary

WC ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Alan B. Ross  
Title: President

By: \_\_\_\_\_  
Name: David A. Dull  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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Title: President

By: Rajiv Kumar  
Name: Rajiv Kumar  
Title: Secretary

WC ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Alan E. Ross  
Title: President

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Title: President

By: \_\_\_\_\_  
Name: Rajiv Kumar  
Title: Secretary

WC ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Alan E. Ross  
Title: President

By: \_\_\_\_\_  
Name: David A. Dull  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

Annex 1

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
WIDCOMM, INC.

ONE: The name of this Corporation is WIDCOMM, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: This corporation is authorized to issue one thousand (1,000) shares of Common Stock, no par value.

FOUR: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. If the California General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the California General Corporation Law, as so amended. Any repeal or modification of this provision shall not adversely affect any right or protection of a director of this corporation existing at the time of such repeal or modification.

FIVE: This corporation is authorized to indemnify the directors and officers of this corporation to the fullest extent permissible under California law.



OFFICERS' CERTIFICATE  
OF  
WIDCOMM, INC.

Robert Hunsberger, President, and Rajiv Kumar, Secretary, of Widcomm, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.

2. The authorized capital stock of the Corporation (the "Corporation Capital Stock") consists only of 200,000,000 shares of Common Stock (the "Corporation Common Stock"), of which 18,483,130 shares are issued and outstanding, and 60,000,000 shares of Preferred Stock (the "Corporation Preferred Stock"), of which 13,214,764 shares are designated as Series A Preferred Stock (the "Corporation Series A Preferred Stock"), 13,177,264 of which are issued and outstanding, 9,900,000 shares are designated as Series B Preferred Stock (the "Corporation Series B Preferred Stock"), 9,791,402 of which are issued and outstanding and 16,623,000 shares are designated as Series C Preferred Stock (the "Corporation Series C Preferred Stock"), 15,930,184 of which are issued and outstanding, were entitled to vote as of the applicable record date on the Agreement of Merger in the form attached.

3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Corporations Code of the State of California.

4. The affirmative vote or consent of the holders of at least (i) a majority of the shares of Corporation Common Stock outstanding as of the applicable record date voting separately as a class, (ii) a majority of the shares of Corporation Series A Preferred Stock, Corporation Series B Preferred Stock and Corporation Series C Preferred Stock outstanding as of the applicable record date, each voting as a separate class, and (iii) a majority of the shares of Corporation Preferred Stock outstanding as of the applicable record date, voting together as a single class (voting on an as-converted to-Corporation Common Stock basis), are the only votes of the holders of any shares of the Corporation Capital Stock necessary to approve the Agreement of Merger. The percentage of the outstanding shares of each class of the Corporation's Capital Stock entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

[SIGNATURE PAGE FOLLOWS]

We further declare under penalty of perjury under the laws of the State of California  
that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in San Diego, California this 10th day of May, 2004.



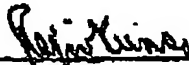
Name: Robert Hirschberger  
Title: President

Name: Rajiv Kumar.  
Title: Secretary

We further declare under penalty of perjury under the laws of the State of California  
that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in San Diego, California this 10th day of May, 2004.

\_\_\_\_\_  
Name: Robert Hunsberger  
Title: President

  
\_\_\_\_\_  
Name: Rajiv Kumar  
Title: Secretary


OFFICERS' CERTIFICATE  
OF  
WC ACQUISITION CORP.

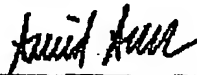
Alan E. Ross, President, and David A. Dull, Secretary, of WC Acquisition Corp., a corporation duly organized and existing under the laws of the State of California ("Merger Sub"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of Merger Sub.
2. That the Agreement of Merger in the form attached was duly approved by the Board of Directors of the corporation alone under the provisions of Section 1200 of the California Corporations Code.
3. No vote of the shareholders of Broadcom Corporation, a California corporation, or the shareholders of Merger Sub was required pursuant to Section 1201(b) of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Irvine, California this 10th day of May, 2004.

  
Name: Alan E. Ross  
Title: President

  
Name: David A. Dull  
Title: Secretary

